Supreme Court, U.S.
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No. 98-1239

In The

Supreme Court of the United States

October Term, 1998

AETNA FINANCE COMPANY,
D.B.A. ITT FINANCIAL SERVICES,

Petitioner,

v.

MILDRED WILLIAMS,

Respondent.

On Petition For A Writ Of Certiorari
To The Supreme Court Of Ohio

BRIEF IN OPPOSITION

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QUESTIONS PRESENTED

Respondent restates the questions presented as follows:

1.

IS AN ARBITRATION AGREEMENT IN A LOAN CONTRACT BETWEEN A CONSUMER AND LENDER LOCATED IN THE SAME STATE SUBJECT TO THE FEDERAL ARBITRATION ACT AND, IF SO, DID THE RECORD IN THIS CASE PROVIDE SUFFICIENT GROUNDS TO CONCLUDE THAT THE PARTICULAR ARBITRATION AGREEMENT AT ISSUE IS UNCONSCIONABLE, THEREBY FALLING WITHIN THE STATUTORY SAVINGS CLAUSE OF THE FEDERAL ARBITRATION ACT?

2.

DID THE DETERMINATION BY THE COURTS BELOW THAT THE PUNITIVE DAMAGES AWARD COMPORTED TO THIS COURT'S GUIDEPOSTS SET FORTH IN *BMW V. GORE*, 517 U.S. 559 (1996), HAVE SUFFICIENT SUPPORT IN THE RECORD?

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STATEMENT OF THE CASE

This controversy arose out of a conspiracy to defraud elderly, low-income, and primarily African-American residents in Hamilton County, Ohio, by fraudulently inducing them to sign a series of high-cost loans to finance home improvements that were never performed. The Ohio Supreme Court rejected the finance company's effort to compel arbitration because it found that the "specific circumstances presented here" justified the conclusion that the clause was unconscionable under ordinary contract law. App. 13a. Similarly, the courts below concluded that the fraudulent scheme was sufficiently reprehensible that the jury's award of punitive damages did not violate due process guarantees. App. 22a, 64a. In reaching these conclusions, the Ohio Supreme Court did not create or apply any broad presumptions or rules concerning the enforceability of arbitration clauses, nor did it depart from the established standards for evaluating punitive damage awards. As a result, its decision does not raise any issues of federal law or present conflicts that warrant this Court's review.

I.

Respondent Williams brought this case in April 1990, alleging that ITT Financial Services and Christopher Blair were liable under Ohio consumer protection statutes and the law of civil conspiracy because they conspired to defraud Williams and other low-income people.[1] ITT

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[1] In its petition, ITT tells this Court that, while Mildred Williams named ITT as a defendant, "Respondent did not sue

moved to compel arbitration based on an arbitration clause in the standard-form loan agreement drafted by ITT. The Ohio Supreme Court concluded that the trial court's decision denying arbitration should be upheld "based on the specific circumstances presented here." App. 13a. Those "attendant facts and circumstances" (App. 11a) showed that ITT's arbitration clause failed to disclose material terms to consumers, "violated principles of equity," (*id.*) and was particularly one-sided in favor of ITT:

1. ITT's loan papers specified that the arbitration must be conducted according to the rules of the "National Arbitration Forum," an enterprise also known as "Equilaw" or "Equilaw/National Arbitration Forum, Inc." This organization was founded and based near ITT's legal offices in Minneapolis. It was, in effect, a well-compensated arm of ITT. Equilaw/National Arbitration Forum received virtually all of its $1.5-million-plus in annual income from ITT.[2] Its tie to ITT was so strong that a major

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Blair" (Petition, at 3), suggesting collusion against ITT. In fact, the record shows the opposite. Mildred Williams did bring her initial complaint against Blair, but Blair could not be found for service of process before her claims against him were discharged by his bankruptcy. The courts of Ohio refused to enforce the loan agreement itself (it was the fruit of the conspiracy) and likewise declined to enforce the arbitration provision contained in that loan agreement.

[2] Equilaw's business records, presented in the record below, substantiate this financial relationship.

shareholder and officer in this organization was ITT's then-most-recent chief lawyer.[3]

2. The specified rules for the arbitration were not disclosed to the borrower as part of the loan agreement. The loan papers signed by Mildred Williams made general reference to "rules" of this National Arbitration Forum, but she did not learn of those rules when she signed the loans at ITT's offices or within any reasonable time thereafter. The arbitration rules that ITT argued should govern were called the "National Arbitration Forum Code of Procedure," and they first surfaced in ITT's court papers after Mildred Williams had commenced her action. ITT attached the rules to its initial application to compel arbitration.

3. The undisclosed rules impose onerous fees on any claimant seeking to arbitrate a dispute with ITT. First, to initiate arbitration, Mildred Williams would have been required to prepay filing fees, the amount of which would vary according to the relief requested. Depending on the amount of Mildred Williams' claim, her filing fees would have ranged from more than $1800 to almost $14,000.[4] There was no assurance she would recover any

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[3] Edward Anderson Deposition, at 12, 22-26 (contained in the record below).

[4] If she wanted declaratory relief on the ITT mortgage which encumbered her home, the NAF rules would have required Mrs. Williams to pay $1,000 "plus any additional [unspecified] amount as National Arbitration Forum might require." In addition to this $1,000, in order to recover money damages, Mildred Williams would have been required to pay a filing fee based upon the amount sought. In her complaint, filed with the trial court, Mildred Williams sought $34,000 in

filing fee, even had she prevailed in an arbitration.[5] Moreover, the NAF rules presented in the record did *not* allow an indigent person, such as Mrs. Williams, to apply for or obtain a waiver of any fees.[6]

In addition to these filing fees, the National Arbitration Forum rules imposed a $125 fee whenever a party presented a "Submission," after the party's initial claim. A "Submission" would be any amendment, any memorandum, any motion, or any "item of evidence." Every evidentiary exhibit would have cost Mildred Williams an

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compensatory damages plus unspecified punitive damages. Under the NAF rules, her filing fee for the $34,000 alone would have been an additional $830. Had she demanded the amount that the jury actually awarded, Mildred Williams' filing fee would have been $1,000 (for declaratory relief) plus "$1,820 plus 0.75% of the excess over $100,000" or a total filing fee of $13,432.50.

[5] The National Arbitration Forum rules did not grant any right to filing fee reimbursement to the prevailing party. Reimbursement decisions were to be discretionary and, in any event, limited to those available "under applicable law."

[6] Nothing in the record supports Petitioner's assertion that the NAF rules "expressly allow" a waiver of fees based on indigency. The NAF rules which accompanied ITT's motion to stay proceedings and compel arbitration do not contain any fee waiver for an indigent claimant. After the initial appeal in 1991-93 to the intermediate court of appeals and then to the Ohio Supreme Court, ITT's counsel suggested that there were "new" National Arbitration Forum rules, containing some sort of fee waiver for indigents. However, no "new rules" were ever offered into the record, and nothing in that record mentions a fee waiver. Mildred Williams contended that any modification of its rules by the NAF to suit ITT's litigation posture showed just how much collusion was taking place between ITT and NAF and how this arbitration process was rigged.

additional $125, and all such "Submission" fees were to be paid in advance. Thus, if Mildred Williams were to present the 22 exhibits plus the several deposition transcripts and videotape she designated for trial use at an arbitration, she would have had to prepay well over an additional $3000 under the National Arbitration Forum rules.

The Forum rules also exacted a "hearing fee" as a precondition to gaining a participatory hearing. The hearing fee varied, based on the total amount of claim, ranging from $750 to $1,750 per session.[7] Had Mildred Williams requested only the $34,000 in compensatory relief set forth in her complaint, she would have been required to prepay an additional $1,000 per session. Had she requested the amount of punitive damages the jury awarded, her hearing fee would have been $1,750 per session. Like the other fees, the claimant was required to prepay the hearing fee.

4. The arbitration requirements were not mutual. ITT's loan form specifically exempted the claims that it was most likely to bring from these rules by providing that judicial foreclosures and cancellations regarding real estate security are *not* subject to arbitration. App. 4a. Thus, if ITT elected to seek foreclosure of the mortgage-backed note on Mrs. Williams' home, it would not be required to arbitrate. Foreclosure, of course, was the only realistic remedy in the event of the consumer's default.

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[7] NAF's rules did not indicate whether this fee was a *per diem* fee or a flat fee regardless of the length of the arbitration.

On the other hand, Mrs. Williams would be required to arbitrate virtually every conceivably realistic claim.[8]

5. The arbitration clause in the loan agreement did not specify the location of the arbitration hearing. The National Arbitration Forum rules, which were not disclosed to Mildred Williams at the time of the agreement, provide that ITT could, at its option, require that the hearing be held at any place within "the Federal Judicial District" where the contract was signed – here, within the Southern District of Ohio. The district runs east-to-west from West Virginia to Ohio's border with Indiana, over 250 miles. The rules did not provide any assurance that the arbitration proceeding would take place anywhere near Mrs. Williams' home.

In the ruling below, the Ohio Supreme Court noted that the court in *Patterson v. ITT Consumer Fin. Corp.*, 14 Cal. App. 4th 1659, 18 Cal. Rptr. 2d 563 (Cal. App. 1993), had examined an arbitration clause virtually identical to that used by ITT in its mortgage loan forms. App. 12a-13a. In *Patterson*, the court concluded that the arbitration provision was so heavily weighted against the borrower that it "was unconscionable, and thus unenforceable." *Id.*, at 1666, 18 Cal. Rptr. 2d, at 567. Based on the

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[8] In practice, ITT ignored the arbitration provisions in bringing its own claims – even in non-real-estate-backed loans. The record shows that in Hamilton County, Ohio alone, at the time Mildred Williams' claim was filed, ITT had filed 41 lawsuits in Hamilton County courts, even though the exact arbitration language here in question appeared in each of the instruments on which the lawsuits were based.

parallels between *Patterson* and the "specific circumstances presented here," the Ohio Supreme Court concluded that the provision was unconscionable and therefore invalid under Ohio law. App. 13a. Ohio, by statute, provides that arbitration provisions are enforceable "except upon grounds that exist at law or in equity for the revocation of any contract." O.R.C. §2711.01(A). The Ohio Supreme Court's opinion does not contain a ruling that arbitration clauses are generally or presumptively unenforceable but rather states that, "[w]hen the complete situation of this case is taken into account" (App. 12a), the presumption in favor of arbitration under Ohio law was overcome. *Id.*

II.

The Ohio Supreme Court also concluded that, under Ohio law concerning civil conspiracy, ITT was properly held responsible for having conspired with Christopher Blair, the home improvement salesman who arranged the loan for Williams and other victims of the lending scheme: "After a comprehensive review of the record," the court determined that the jury reasonably determined that "ITT conspired with Blair to defraud Williams, with resulting damages to her." App. 17a. "ITT employees themselves," the Court found, "affirmatively committed fraud by the very acts of making the loans to Williams and others." *Id.*

After affirming the jury's verdict that ITT participated in a civil conspiracy to defraud, the Ohio court also concluded that the jury's punitive damage award was not so excessive as to violate due process. App. at 21a-22a.

The Court noted that ITT's arguments against punitive damages were based on factual positions that had been specifically rejected by the jury. *Id.*, at 22a. Moreover, courts below discussed the three guideposts identified in *BMW of North America, Inc. v. Gore*, 517 U.S. 559 (1996), in evaluating whether the punitive award was consistent with due process. They concluded that all three guideposts supported the award because "there is ample evidence in the record that ITT engaged in wrongful conduct sufficient to merit an award of punitive damages." *Id.*

The record before the court below showed that, in the late 1980s, ITT entered into this conspiracy with Blair, a Cincinnati area operator who engaged in home improvement fraud schemes. Simply stated, Blair and his confederates, dba Homestead Construction Co., circulated through low-income areas to selected homes, knocking on doors to advise residents of their obvious needs for home repairs. When a homeowner – here Mildred Williams – acknowledged the need for home repairs but lacked money, Blair assured her that he would do the job and that immediate financing was available through ITT Financial Services.[9] A homeowner who succumbed to

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[9] Respondent Mildred Williams was and is a lifelong resident of the village of Lincoln Heights, Ohio, a Hamilton County community settled after the Civil War by former slaves and their descendants. Widowed just after World War II and then with a small child, Mildred Williams and her father in 1953 managed to buy a small home in Lincoln Heights. By 1989, when the events pertinent to this action took place, her father had died, but she had been frugal enough to pay off the mortgage note, after which – then 66 years old – she owned the home free and clear of any lien. Mildred Williams' monthly income came from Social Security benefits ($251 per month), a survivor's

Blair's pitch was quickly transported to a selected ITT office (Mrs. Williams was taken across the county to Loveland, Ohio), where a two-step financing process began, ultimately resulting in double closing costs paid to ITT and a mortgage on the real estate in favor of ITT. App. 32a-33a. ITT also collected a large origination fee, points and recording fees on each loan. *Id.* Most or all of the financing money was paid over to Blair, who either absconded immediately or left the work site with the project only partially completed. Blair, operating what the intermediate appellate court below called a " 'home repair Ponzi scheme,' " (App. 34a) then moved on to the next victim. All the while, ITT and Blair knew that the financing proceeds would *not* be used for the promised home repairs. Within ITT parlance, the scheme became known as "Blair loans." ITT had targeted Mildred Williams' home for the scheme, having it appraised before Blair first knocked on her door. ITT knew that Williams' income was not sufficient for her to repay the loans, and that ITT would be able to foreclose when she missed payments. *Id.* 2a-3a, 6a. This evidence, the Ohio Supreme Court concluded, was sufficient to establish that ITT was part of " 'a malicious combination of two or more persons to injure another in person or property.' " App. 15a (quoting *Kenty v. Transamerica Premium Ins. Co.*, 72 Ohio St.3d 415, 419, 650 N.E.2d 863, 866 (1995) *quoting LeFort v.*

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benefit on her late husband's veteran's pension ($127 per month), and $15 per month in SSI benefits. Apart from her small home and its meager furnishings, her only worldly possession was a nine-year-old Buick, which she also owned free of liens. Her liabilities totaled about $3,300 in credit card debt. App. 3a.

Century 21-Maitland Realty Co., 32 Ohio St.3d 121, 126, 512 N.E.2d 640, 645 (1987)).

REASONS WHY THE PETITION SHOULD NOT BE GRANTED

I. THE OHIO COURT'S DECISION THAT THE ARBITATION CLAUSE IS UNENFORCEABLE DOES NOT WARRANT REVIEW.

A. The Ohio Supreme Court Evaluated and Based Its Decision on Enforceability Of This Particular Agreement and Did Not Depart from Established Principles Governing Arbitration Agreements in Finding it Unconscionable.

The Supreme Court of Ohio reviewed the complete record below, finding that entire record "compels" (App. 12a) the conclusion that this particular arbitration agreement is unconscionable, falling squarely within the statutory savings clause.[10] The court below clearly stated its holding: "We determine that any presumption in favor of arbitration was overcome *based on the entire record of this case.*" (App. 13a; emphasis supplied). The courts below have done exactly what this Court has prescribed: "Generally applicable contract defenses, such as fraud, duress, or unconscionability, may be applied to invalidate arbitration agreements without contravening [9 U.S.C.] §2." *Doctor's Assoc., Inc. v. Casarotto*, 517 U.S. 681, 683 (1996).

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[10] Ohio statute, Ohio Rev. Code §2711.01(A), has virtually the same language as does the Federal Arbitration Act.

The fact-specific decision below does not create the question of law proposed by ITT and does not merit this Court's review.

The Ohio Supreme Court did not "declare unenforceable all arbitration provisions contained in mortgage loan agreements or other standardized form contracts," as ITT contends. (Petition, at 6). Nor did the court below base its decision on "generalized assertions regarding the 'unreasonableness' of arbitration," (Petition, at 18), or adopt "a *per se* rule against enforcement of arbitration provisions contained in mortgage loan applications. . . . " *Id.*, at *i.* Instead, the Ohio Supreme Court, after analyzing the particular facts and circumstances of this case, found the specific arbitration agreement between ITT and Mildred Williams to be invalid because it is unconscionable. This decision, that a clause that is unconscionable will not be enforced, falls squarely within the savings clauses of both the Federal Arbitration Act and the Ohio statute, Ohio Rev. Code §2711.01(A).

The Ohio Supreme Court has never adopted a presumption or rule against the enforcement of arbitration agreements, certainly not "a *per se* rule against enforcement of arbitration provisions contained in mortgage loan agreements," as indicated by Petitioner's Question Presented 1. That court did not ignore but rather expressly recognized the presumption of enforceability of arbitration agreements. "A presumption favoring arbitration arises when the claim in dispute falls within the scope of the arbitration provision." (App. 10a, 13a). The decision below does not depart from well-established principles of statutory interpretation. It does not single

out arbitration agreements for adverse or peculiar treatment but rather concludes that *this* "arbitration clause violated principles of equity, *given all of the attendant facts and circumstances.*" (App. 11a; emphasis supplied). The loan agreement itself and the arbitration agreement it contained – those first fruits of the unlawful conspiracy – were treated alike by the courts below. Neither was enforced.[11] This case stands in counterpoint to legislative attempts (a) to create statutory exceptions to the enforceability of arbitration agreements, or (b) to treat arbitration agreements differently from other contracts. *See, e.g., Doctor's Assoc., Inc. v. Casarotto,* 517 U.S. 681 (1996).

The Ohio Supreme Court has not expressed a "jaundiced view" (Petition, at 19), disfavoring arbitration and has not declared "form" arbitration agreements or such agreements of adhesion unenforceable. The opinion below recognizes that, in evaluating an unconscionability claim, the question of whether an agreement is one of adhesion is one among many factors about which the courts should pause and consider in deciding whether an agreement is unconscionable. App. 13a.

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[11] ITT attempted to sue on its loan agreement by asserting a counterclaim on that agreement, but its effort to enforce that agreement failed.

B. The Ruling Below Is Not in Conflict with the Decisions of Other Courts, Which Have Also Ruled That Arbitration Provisions Must Be Evaluated Under General Equitable Principles Applicable to all Contracts.

The decision below does not mark a departure from standard jurisprudence and analysis on arbitration and unconscionability. It is consistent with the broad spectrum of cases where courts perform their proper functions in evaluating specific fact situations to determine whether there are legal or equitable grounds for contract revocation. *Waters v. Min Ltd.*, 412 Mass. 64, 587 N.E.2d 231, 233 (Mass. 1992) ("Unconscionability must be determined on a case-by-case basis"). For example, in *Cole v. Burns Int'l Security Serv.*, 105 F.3d 1465 (D.C. Cir. 1997), the court of appeals affirmed enforcement of an arbitration agreement, but made it clear that the arbitration agreement would have been revoked had the employee been required to pay the arbitration filing/hearing fees. The employer-paid fees in *Cole* were a $500 filing fee plus $150 per day, obviously small in comparison to the fee wall which faced Mildred Williams. *See also Paladino v. Avnet Computer Technologies, Inc.*, 134 F.3d 1054, 1062 (11th Cir. 1998) (enforcement of arbitration provision denied because it denied the employee "the possibility of meaningful relief," and because it imposed "steep" filing fees of $2000 on the employee) (Cox, J., concurring); *Davis v. LPK Corp.*, 1998 U.S. Dist. LEXIS 3504 (N.D. Cal. Mar. 10, 1998) (arbitration agreement imposing high hearing costs on impecunious party not enforceable); *Harris v. Green Tree Financial Corp.*, 1997 U.S. Dist. LEXIS 20792 (E.D. Pa. Dec. 17, 1997) (provision unconscionable because it

required only one of the contracting parties to arbitrate); *Hooters of America, Inc. v. Phillips*, 1998 U.S. Dist. LEXIS 3962 (D.S.C. Mar. 12, 1998) (undisclosed rules incorporated into an arbitration agreement were so one-sided as to render the agreement unenforceable); *Gonzalez v. Hughes Aircraft Employees Fed. Credit Union* 1999 Cal. App. LEXIS 151 (Cal. Ct. App. Feb. 23, 1999) (finding an arbitration agreement unconscionable where one party was limited to binding arbitration, while the other party could seek relief either through the courts or by arbitration, depending on whatever was more advantageous); *Stirlen v. Supercuts, Inc.*, 51 Cal. App. 4th 1519, 1530, 60 Cal. Rptr.2d 138 (Cal. App. 1997) (arbitration agreement binding only one party and limiting remedies was so one-sided as to be unconscionable); *Brower v. Gateway 2000, Inc.*, 246 A.D.2d 246, 249 (N.Y. App. Div. 1998) (arbitration provision subjecting consumers to a $4,000 fee, more than the cost of the computer purchased, was unconscionable).

ITT contends, essentially, that any court which finds the savings clause applicable has succumbed to "the old hostility towards arbitration." Petitioner's Brief, at 23. That contention misses the mark. The savings clause is a part of the state and federal statutes, and it does not undermine important federal policy when that statutory language is applied to case-specific facts.

C. The Federal Arbitration Act Issues Raised by the Petition Are Not Properly Presented in this Case, Because the Record Contains No Evidence of this Contract's Effect on Interstate Commerce. Accordingly, The FAA Does Not Apply.

Ohio Rev. Code §2711.01(A), like the §2 of the FAA, provides that arbitration clauses shall be enforceable "except on grounds that exist at law or in equity for the revocation of any contract." Because the savings clause terms of these statutes were identical, in the proceedings below, neither the courts nor the parties addressed the issue of whether the Federal Arbitration Act was applicable. There is no evidence in the record to establish the threshold requirement for application of the federal statute (*i.e.*, that the contract in question substantially affected interstate commerce) and, for that reason, this Court should not grant this petition for review.

Respondent is mindful of this Court's holding that Congress, in enacting the FAA, asserted the full scope of its Commerce Clause power. *Allied-Bruce Terminix Cos., Inc. v. Dobson*, 513 U.S. 265, 279 (1995) ("involving" commerce, like "affecting" commerce, signals an intent to exercise Congress's commerce power to the full). Thus, the burden to show that an agreement is subject to the FAA is relatively light. But this burden is not mere vapor. *Allied-Bruce Terminix Cos., Inc. v. Dobson*, 513 U.S. 265, 282 (1995) (transaction "in fact" must involve interstate commerce); *Bernhardt v. Polygraphic Co. of America*, 350 U.S. 198, 200-201 (1956) (finding that the arbitration act did not apply because there was *no showing* that the petitioner

was working in commerce, was producing goods for commerce, or was engaging in activity that affected commerce). The arbitration clause language stating, as it does, that the parties agree the contract is "in interstate commerce," does not substitute for some showing that interstate commerce is, in fact, affected. Parties may not consent to federal jurisdiction. *See, e.g., Owens Equipment & Erection Co. v. Kroger*, 437 U.S. 365, 377, n.21 (1978); *Sosna v. Iowa*, 419 U.S. 393, 398 (1975).

The record in this case offers no evidence to meet this burden. The loan papers signed by Mildred Williams list an Ohio address for both lender and borrower and provide for the mortgage on Mrs. Williams' home in Lincoln Heights, Ohio. There is nothing on the face of the loan contracts that indicates an effect on interstate commerce. Under these circumstances, ITT does not have privilege to ignore it or to hypothesize or imagine some effect of *this contract* on interstate commerce. *See, e.g., United States v. Trammell*, 133 F.3d 1343 (10th Cir. 1998) ("To confer jurisdiction in federal court, the government must present a minimal amount of evidence that demonstrates the defendant engaged in a transaction involving interstate commerce."); *United States v. Gray*, 56 F.3d 1219, 1225 (10th Cir. 1995) (degree of effect on interstate commerce is always factual and must be established).

ITT never offered any evidence of an effect on interstate commerce by this contract – either before, during, or after the trial below. Indeed, at the trial ITT, in its case, elected not to offer any evidence at all. ITT relied on the comparably-worded state arbitration statute and ignored this crucial jurisdictional requirement. Given the absence of any showing of an effect on interstate commerce, the

FAA does not apply. It would not be appropriate for this Court to address an issue under 9 U.S.C. §2, without proof on the record of the substantial effect on interstate commerce that is required to raise the federal question.

II. THE OHIO COURTS CORRECTLY APPLIED THE "GUIDEPOSTS" PRESCRIBED IN *BMW v. GORE*.

ITT also errs in contending that the Ohio Supreme Court "blatantly disregarded" this Court's decision in *BMW of North America, Inc. v. Gore*, 517 U.S. 559 (1996). (Petitioner's Brief, at 24). The court below as well as the intermediate court of appeals specifically analyzed the facts of this case in light of the "guideposts" prescribed in *Gore*. App. 20a-22a, 62a. The punitive damages award is commensurate with the gravity of ITT's conduct. ITT's behavior was like unto the most reprehensible conduct, "tricking the elderly out of their life savings," identified in Justice Breyer's concurrence in the *Gore* decision. *Id.*, 517 U.S. at 589. The facts of this case expose the reprehensibility of ITT's conduct. The punitive damage award comports with principles of due process and does not warrant this Court's review.

CONCLUSION

For the reasons stated above, Respondent Mildred Williams requests that this Court deny the Petition for Writ of Certiorari.

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